



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER ATTACHED TO ALL TITLE INSURANCE COMMITMENTS.

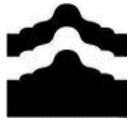
Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:



Alamo Title Insurance

Commitment Number:

ATCH20100368

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (Alamo Title Insurance, a Texas corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued By:

Alamo Title Company

Mesha Noble



Alamo Title Insurance

By:

President

Attest:

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

SCHEDULE A

Effective Date: July 27, 2020 at 8:00 AM
Commitment No.: ATCH20100368

GF No.: ATCH-01COM-ATCH20100368DP
Issued: August 6, 2020 at 8:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: TBD
PROPOSED INSURED: TBD

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

PESTOVA HOLDINGS, LLC by virtue of Deed recorded under Harris County County Clerk's File No. 20190339283. (Covers 16.8869 acres) (Subject to Chapter 7 Bankruptcy proceedings filed under Cause No 2019-36737, U.S. Bankruptcy Court - Southern District of Texas)

SCHEDULE A

(continued)

4. Legal description of land:

Being 16.8869 acres, (735,592 square feet) of land being all of a called 16.916 acre tract of land described by deed to Ireland Limited Family partnership recorded under Harris County Clerk's File Number T278850 and all of Stonehenge Apartments, Section Two, a subdivision as shown on plat thereof recorded in Volume 214, Page 97 of the Harris County Map Records, located in the Thomas Tobin Survey, Abstract Number 774, Harris County, Texas, and more particularly described by metes and bounds as follows:

Beginning at a 5/8-inch iron rod with plastic cap stamped "Carter & Burgess" set at the Northeast corner of said 16.916 acre tract and said Stonehenge Apartments, Section Two, and the Southeast corner of a called 2.948 acre tract of land described by deed to Hughes Social Club, Inc., recorded under Harris County Clerk's File Number D003780 in the West right-of-way line of Webercrest Road (60-foot wide right-of-way) as established by instrument recorded in Volume 1024, Page 658 of the Harris County Deed Records and from which a 5/8-inch iron rod found bears North 78° 11' 50" West, a distance of 1.54 feet;

Thence, South 02° 16' 52" East, with the East line of said 16.916 acre tract and said Stonehenge Apartments, Section Two, and the West right-of-way line of said Webercrest Road, a distance of 531.62 feet, (called 541.36 feet) to a 5/8-inch iron rod with plastic cap stamped "Carter & Burgess" set for the Southeast corner of said 16.916 acre tract and said Stonehenge Apartments, Section Two, and the Northeast corner of a called 6.3218 acre tract of land described by deed to Lucille Barrett and husband, George T. Barrett; Thence, South 88° 12' 59" West, with the Southerly line of said 16.916 acre tract and Stonehenge Apartments, Section Two and the North line of said 6.3218 acre tract, a distance of 941.37 feet, (called 941.22 feet) to a 5/8-inch iron rod with plastic cap stamped "Carter & Burgess" set for the Northwest corner of said 6.3218 acre tract;

Thence, South 02° 08' 59" East, with the Southerly line of said 16.916 acre tract and Stonehenge Apartments, Section Two and the West line of said 6.3218 acre tract, a distance of 291.97 feet, (called 292.24 feet) to a 5/8-inch iron rod with plastic cap stamped "Carter & Burgess" set for the Southwest corner of said 6.3218 acre tract in the North line of a called 20 acre tract of land described by deed to Bukowski Lynn Carothers recorded under Harris County Clerk's File Number E99870;

Thence, South 88° 13' 58" West, with the South line of said 16.916 acre tract and Stonehenge Apartments, Section Two and the North line of said 20 acre tract, at a distance of 92.28 feet pass the most Southwesterly corner of said Stonehenge Apartments, Section Two in the North line of a called 50-foot wide Humble Pipeline easement line, described by instrument recorded in Volume 421, Page 295 of the Harris County Deed Records and continuing with said South line of said 16.916 acre tract and the North line of said 20 acre tract for a total distance of 365.46 feet, (called 354.99 feet) to a P.K. nail found at the Southwest corner of said 16.916 acre tract and the Southeast corner of a called 13.786 acre tract of land described by deed to NHDC Crestmont Village, LLC. recorded under Harris County Clerk's File Number W962289 and Stonehenge Apartments, Sec. One, a subdivision as shown on plat thereof recorded in Volume 189, Page 48 of the Harris County Clerk's File Number W962289;

Thence, North 02° 01' 27" West, with the West line of said 16.916 acre tract and the East line of said 13.786 acre tract and said Stonehenge Apartments, Sec. One, a distance of 145.52 feet pass the most Westerly Southwest corner of said Stonehenge Apartments, Section Two in the North line of said 50-foot wide Humble Pipeline easement and continuing for a total distance of 772.70 feet (called 774.17 feet) to a 5/8-inch iron rod with plastic cap stamped "Carter & Burgess" set for the Northwest corner of said 16.916 acre tract and Stonehenge Apartments, Section Two and the most Northerly Southwest corner of said 13.786 acre tract and said Stonehenge Apartments, Sec. One and from which an iron fence corner bears South 44° 29' 49" West, a distance of 0.82 feet;

Thence, South 74° 22' 18" East, with the Northerly line of said 16.916 acre tract and Stonehenge Apartments, Section Two and with the Southerly line of said 13.786 acre tract and said Stonehenge

SCHEDULE A

(continued)

Apartments, Sec. One, a distance of 210.57 feet to a 1/2-inch iron rod found at the most Easterly Southeast corner of said 13.786 acre tract and said Stonehenge Apartments, Sec. One and the Southwest corner of a called 6.921 acre tract and Crestmont Village Apartments, a subdivision as shown on plat thereof recorded in Volume 166, Page 28 of the Harris County Map Records and from which a P.K. nail found bears North 85 degrees 42 minutes 56 seconds West, a distance of 0.99 feet;

Thence, South 87° 02' 04" East, with the North line of said 16.916 acre tract and said Stonehenge Apartments, Section Two and the South line of said 6.921 acre tract and said Crestmont Village Apartments, a distance of 399.67 feet, (called 400.58 feet) to a 5/8-inch iron rod with cap found for the Southeast corner of said 6.921 acre tract and Crestmont Village Apartments and from which a chain link fence corner bears North 53° 20' 23" West, a distance of 2.32 feet;

Thence, North 02° 24' 52" West, with the Northerly line of said 16.916 acre tract and said Stonehenge Apartments, Section Two and the East line of said 6.921 acre tract and said Crestmont Village Apartments, a distance of 160.11 feet to a 5/8-inch iron rod with plastic cap stamped "Carter & Burgess" set for the Southwest corner of said 2.948 acre tract;

Thence, North 89° 39' 11" East, with the North line of said 16.916 acre tract and said Stonehenge Apartments, Section Two and the South line of said 2.948 acre tract, a distance of 485.63 feet, (called 484.89 feet) to a 5/8-inch iron rod with plastic cap stamped "Carter & Burgess" set for angle point;

Thence, North 88° 29' 28" East, continuing with said common line, a distance of 220.66 feet, (called 220.01 feet) to the point of beginning and containing 16.8869 acres, (735,592 square feet) of land.

NOTE: THIS COMPANY DOES NOT REPRESENT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

END OF SCHEDULE A

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Commitment No.: ATCH20100368

GF No.: ATCH-01COM-ATCH20100368DP

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Those recorded in Volume 214, Page 97 of the Map Records of Harris County, Texas.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)

4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

- a. to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

SCHEDULE B
EXCEPTIONS FROM COVERAGE

(continued)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

(Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
- a. Rights of parties in possession.
 - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
 - c. An undefined pipe line right of way granted to Humble Pipe Line Company in instrument recorded in Volume 421, Page 295 of the Deed Records of Harris County, Texas.
 - d. An undefined pipe line right of way granted to Gulf Pipe Line Company in instrument recorded in Volume 464, Page 546 of the Deed Records of Harris County, Texas.
 - e. All water line easements, pipeline easements, building lines, paved private streets and 1' reserve as shown and set forth on the plat of Stonehenge Apartments Section Two recorded in Volume 214, Page 97 of the Map Records of Harris County, Texas.
 - f. Permission to Build Over City Easement granted by the City of Houston in instrument filed for record under Harris County Clerk's File No. E144711, said permission being for asphalt paving for private streets and driveways to be constructed over a 10-foot water line easement as shown on the recorded plat.
 - g. A pipeline right-of-way and easement granted to Coastal States Crude Gathering Company in instrument filed for record under Harris County Clerk's File No. E297625, the centerline being described in Exhibit "A" attached thereto.
 - h. A permanent easement for water line purposes granted to the City of Houston in instrument filed for record under Harris County Clerk's File No. E709284, said easement being described by metes and bounds therein.
 - i. Terms, conditions and stipulations of that certain Cable Television Wiring Agreement dated August 27, 1984, filed for record under Harris County Clerk's File No. J815971, executed by and between The Meca Corporation dba Storer Cable Communication and Foxwood Apts.
 - j. Terms and conditions of that certain laundry room lease agreement executed by and between Young America Corporation, as Lessor, and Apartment Washer Service, Inc., as Lessee, as the same is

SCHEDULE B
EXCEPTIONS FROM COVERAGE

(continued)

disclosed in Memorandum of Lease filed for record under County Clerk's File No. E316651.

- k. Terms and conditions of that certain laundry room lease agreement executed by and between Stonehenge Apartment Partnership, as Lessor, and Apartment Washer Service, Inc., as Lessee, as the same is disclosed in Memorandum of Lease filed for record under County Clerk's File No. E827707.
- l. Terms and conditions of that certain laundry room lease agreement executed by and between Gold Crown Properties, Inc., as Lessor, and Solon Automated Services, Inc., as Lessee, as the same is disclosed in Memorandum of Lease filed for record under County Clerk's File No. G531439.
- m. Any and all easements, rights-of-way, encroachments, conflicts or matters of a similar nature, the existence of which would be reflected by a current and accurate survey or disclosed by physical inspection of the property.
- n. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
- o. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

SCHEDULE C

Commitment No.: ATCH20100368

GF No.: ATCH-01COM-ATCH20100368DP

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Deed of Trust executed by Pestova Holdings, LLC, to Michael G. Tapp, Trustee, dated July 31, 2019, recorded August 5, 2019, under Harris County Clerk's File No. RP-2019-339284, securing the payment of one note of even date therewith in the principal sum of \$350,000.00, due and payable to Ellis Management Company d/b/a Ellis Equity Lending, and bearing interest as provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness secured by said instrument.

Reinstatement Agreement by and between Pestova Holdings, LLC and Ellis Management Company, by instrument dated July 31, 2019, recorded under Harris County Clerk's File No. RP-2019-540878. (Covers 16.8869 acres)
6. Memorandum of Agreement and Claim of Broker's Lien recorded September 5, 2019 under Harris County Clerk's File No. RP-2019-395270, whereby Charlie Vidaurre - PHL FUNDING AND REHAB is/are claiming a Broker's Lien against PESTOVA HOLDINGS LLC and KEVIN JUAREZ INVESTMENTS LLC as set forth therein. (Covers 16.8869 acres)
7. PESTOVA HOLDINGS, LLC has filed for relief under the Bankruptcy Code in Cause No. 2019-36737. Company may accept a conveyance from Ronald J. Sommers, Trustee in Bankruptcy Cause No. 2019-36737, provided the Company finds acceptable the following matters which must be submitted:
 - 1) Copy of original petition in Bankruptcy together with schedules of assets and liabilities and the list of creditors (creditors matrix)
 - 2) Copy of Motion for Sale Free & Clear of Liens together with certificate of service showing that the motion was mailed to all creditors on the creditor's matrix and that the creditors were provided at least 20 days in which to file objections;

SCHEDULE C

(continued)

- 3) Order of Sale Free & Clear of Liens;
- 4) Certified copy of docket sheet showing:
 - a) No objections filed during 20 day notice period; and
 - b) No appeal filed within 10 days of entry of order for sale free and clear of liens; or
 - c) No appeal filed within 10 days of the expiration of the 20 day notice period.

8. Subject property clouded by the following liens:

- a) Vendors Lien retained in Deed dated September 30, 2016, recorded in/under RP-2016-442568, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, LLC, and additionally secured by Deed of Trust of even date therewith executed by Julian Rincon and recorded in/under Clerk's File No. RP-2016-442569 of the Real Property Records of Harris County, Texas. (Tract 1: Lots 38 & 39 at Caballerizas Del Rey)
- b) Vendors Lien retained in Deed dated September 30, 2016, recorded in/under Clerk's File No. RP-2016-442570, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, LLC, and additionally secured by Deed of Trust of even date therewith executed by Ismael Garcia Rincon et ux Yolanda Garcia Rincon and recorded in/under Clerk's File No. RP-2016-442571 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 40, 0.544 acres at Caballerizas Del Rey)
- c) Vendors Lien retained in Deed dated October 22, 2016, recorded in/under Clerk's File No. RP-2016-477626, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, and additionally secured by Deed of Trust of even date therewith executed by Eswin Estuardo Mancillas Olmino & Dany Israel Rodriguez Rodas and recorded in/under Clerk's File No. RP-2016-477627 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 49, 0.501 acres, at Caballerizas Del Rey)
- d) Vendors Lien retained in Deed dated October 23, 2016, recorded in/under RP-2016-479685, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments LLC, and additionally secured by Deed of Trust of even date therewith executed by Eleazar Garcia Patino and recorded in/under Clerk's File No. RP-2016-479686 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 3, 0.519 acres, at Caballerizas Del Rey)
- e) Vendors Lien retained in Deed dated October 23, 2016, recorded in/under Clerk's File No. RP-2016-479720, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, LLC, and additionally secured by Deed of Trust of even date therewith executed by Franco Saucedo Patino and Denise Torres, husband and wife, recorded in/under Clerk's File No. RP-2016-479721 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 5, 0.514 acres, at Caballerizas Del Rey)
- f) Vendors Lien retained in Deed dated October 24, 2016, recorded in/under Clerk's File No. RP-2016-479747, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, and additionally secured by Deed of Trust of even date therewith executed by Adriana Garcia Betancourt and Anastasio Villegas Saucedo, husband and wife, recorded in/under Clerk's File No. RP-2016-479748 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 4, 0.515 acres, at Caballerizas Del Rey)

SCHEDULE C

(continued)

g) Vendors Lien retained in Deed dated October 25, 2016, recorded in/under Clerk's File No. RP- 2016-481799, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, LLC, and additionally secured by Deed of Trust of even date therewith executed by Mario Gonzalo Arguello Gonzalez and wife, Juana Arguello and recorded in/under Clerk's File No. RP-2016-481800 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 48, a 0.521 acres, at Caballerizas Del Rey)

h) Vendors Lien retained in Deed dated October 28, 2016, recorded in/under Clerk's File No. RP- 2016-488857, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, and additionally secured by Deed of Trust of even date therewith executed by Patricia Alvarez and recorded in/under Clerk's File No. RP-2016-488858 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 29, 0.570 acres, at Caballerizas Del Rey)

i) Vendors Lien retained in Deed dated October 28, 2016, recorded in/under Clerk's File No. RP- 2016-488860, of the Real Property Records, securing the payment of one note in the principal amount of \$no amount given, bearing interest and payable as therein provided to the order of Kevin Juarez Investments, LLC, and additionally secured by Deed of Trust of even date therewith executed by Moises Martinez Vazquez and daughter Maria B. Martinez Cortes, recorded in/under RP-2016-488861 of the Real Property Records of Harris County, Texas. (Tract 1: Lot 50, 0.516 acres, at Caballerizas Del Rey)

j) Deed of Trust dated July 23, 2008 recorded in/under Clerk's File No. RP-2018-573579 of the Real Property Records of Harris County, Texas, executed by Erika Torres Gallegos, securing the payment of one note in the principal amount of \$NO AMOUNT GIVEN, bearing interest and payable as therein provided to the order of Elson Juarez. (Tract 3: Lot 3, Section 2 at Caballerizas Del Ray)

9. Upon our examination of the Real Property Records of Harris County, Texas, we find the subject property to be clouded by multiple deeds as set out below under items (a) through (v), both inclusive, said deeds being out of that certain tract of land conveyed to Pestova Holdings, LLC by deed recorded under RP-2019-339283; in addition the said deeds set out under items (a) through (v), both inclusive do not contain proper legal descriptions and are not locatable.

a) Julian Rincon, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-442568 of the Real Property Records of Harris County, Texas. (Lots 38 and 39 of Caballerizas Del Ray)

b) Ismael Garcia Rincon et ux Yolanda Castillo Rincon, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2016-442570 of the Real Property Records of Harris County, Texas. (Lot 40 of Caballerizas Del Rey)

c) Daniel Rincon, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-450942 of the Real Property Records of Harris County, Texas. (Lot 41 (a 0.524 acres of land) of Caballerizas Del Ray)

d) Nicholas Rincon, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-450953 of the Real Property Records of Harris County, Texas. (Lot 43 (a 0.501 acres of land) of Caballerizas Del Ray)

e) Eleazar Garcia Patino, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-479685 of the Real Property Records of Harris County, Texas. (Lot 3 (a 0.519 acres of land) of Caballerizas Del Rey)

f) Eleazar Garcia Patino, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-479687 of the Real Property Records of Harris County, Texas. (Lot 6, (a 0.500 acre of land) of Caballerizas Del Rey)

g) Franco Patino Saucedo et ux, Denise Torres, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-479720 of the Real Property Records of Harris County, Texas. (Lot 5, (a 0.514 acre of land) of

SCHEDULE C

(continued)

Caballerizas Del Rey)

h) Adriana Garcia Betancourt and Anastasio Villegas Saucedo, husband and wife, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016- 479747 of the Real Property Records of Harris County, Texas. (Lot 4, (a 0.515 acre of land) of Caballerizas Del Rey)

i) Mario Gonzalo Arguello Gonzalez and wife, Juana Arguello, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-481799 of the Real Property Records of Harris County, Texas. (Lot 48, (a 0.521 acre of land) of Caballerizas Del Rey)

j) Jose Guadalupe Bermudez Garcia, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-485219 of the Real Property Records of Harris County, Texas. (Lot 6, 7, 8 (a 1.506 acres of land) of Caballerizas Del Rey)

k) Eduardo Ruiz Licon and wife, Patricia Alvarez, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-488857 of the Real Property Records of Harris County, Texas. (Lot 29, (a 0.570 acre of land) of Caballerizas Del Rey)

l) Moises Martinez Vazquez and daughter Maria B. Martinez Cortes, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-488860 of the Real Property Records of Harris County, Texas. (Lot 50, (a 0.516 acre of land) of Caballerizas Del Rey)

m) Oscar Alejandro Zavala Ostorga, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-476673 of the Real Property Records of Harris County, Texas. (Lot 52 (a 0.508 acres of land) of Caballerizas Del Ray)

n) Eswin Estuardo Mancillas Olmino and Dany Israel Rodriguez Rodas, by virtue of General Warranty Deed, recorded in/under Clerk's File No. RP-2016-477626 of the Real Property Records of Harris County, Texas. (Lot 49 (a 0.501 acres of land) of Caballerizas Del Ray)

o) Miguel Angel Gonzalez Ortega & wife, Floribel Astudilo Mendez, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2018-522236 of the Real Property Records of Harris County, Texas. (Lots 48 & 49, Section 3 (A 1.0 Acres of land) at Caballerizas Del Ray)

p) Demetrio Pasion Zamora and wife, Esther Maria Reyes, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2018-572190 of the Real Property Records of Harris County, Texas. (Lot 5, Section 1 (A One Half Acre of land) at Caballerizas Del Ray)

q) Oscar David Cota Canedo and wife, Kathya Ines Zamora, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2018-572192 of the Real Property Records of Harris County, Texas. (Lot 9, Section 1 (A One Half Acre of land) at Caballerizas Del Ray)

r) Enrique Lira Guerra, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2018-572193 of the Real Property Records of Harris County, Texas. (Lot 7, Section 4 at Caballerizas Del Ray Mobile Home Park)

s) Erika Torres Gallegos, by virtue of General Warranty Deed recorded under Clerk's File No. RP-2018-573578 of the Real Property Records of Harris County, Texas. (Lot 5, Section 4 at Caballerizas Del Ray Mobile Home Park)

t) Adelaida Alanis Mendoza, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2018-575969 of the Real Property Records of Harris County, Texas. (Lot 16, Section 1 of Caballerizas Del Rey)

u) Magdalena Camacho, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2019-147039

SCHEDULE C

(continued)

of the Real Property Records of Harris County, Texas. (Lots 12 & 13, Section 1 (2 half acres of land) of Caballerizas Del Rey)

v) Alfred Lopez and wife, Nancy Elizalde Lopez, by virtue of General Warranty Deed recorded in/under Clerk's File No. RP-2019-156675 of the Real Property Records of Harris County, Texas. (Lot 20 (.500 acres of land) of Caballerizas Del Rey)

10. Note: No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Pestova Holdings, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. Due to office closures related to COVID-19, we may be temporarily unable to record/access documents in the normal course of business. As such, we will require our AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO CORONAVIRUS PANDEMIC to be signed by all parties.
13. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

14. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner's policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

SCHEDULE C

(continued)

15. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

16. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

- Confirmation prior to closing that the County Clerk of Harris County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
- Electronic recordation of the instruments to be insured in the Official Public Records of Harris County, Texas.
- Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
- Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

VESTING: The last Deed found of record affecting the subject property was recorded on August 5, 2019 under Harris County Clerk's File No. RP-2019-339283, wherein the record owner acquired the subject property. (Covers 16.8869 acres)

17. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

SCHEDULE D

Commitment No.: ATCH20100368

GF No.: ATCH-01COM-ATCH20100368DP

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Alamo Title Insurance**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Joseph W. Grealish, John A. Wunderlich, Roger S. Jewkes, Steven G. Day

Officers: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

Alamo Title Company

(a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: Alamo Title Holding Company owns 100% of **Alamo Title Company**

(b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Alamo Title Company**

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Directors: Raymond Randall Quirk, Anthony John Park

Officers: Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Natalie Warren (President and County Manager), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President)

(d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.

(e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total	\$	0.00
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Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y endenterlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.



Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.



For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.



Effective Date: 5/1/2018

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer





Alamo Title Company
13101 Northwest Frwy, Suite 100
Houston, TX 77040

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date:

To: Pestova Holdings, LLC

Property: 10444 Rosecroft Dr., Houston, TX 77048

This is to give you notice that Alamo Title Company, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Alamo Title Company with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

Settlement Service Provider:	Type of Settlement Provided:	Range of Charges:
National TaxNet	Tax Information	\$50 to \$100 including sales tax and \$5 for each additional parcel over 3 parcels

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment

I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Pestova Holdings, LLC

BY: _____

_____ Date

